

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 21, 2006

Division: Community Services Division

Bulk Item: Yes X No

Department: Social Services

Staff Contact Person: Susan Scarlet

AGENDA ITEM WORDING: Approval of revised Policy and Procedures for Bayshore Manor Admission, Retention, Discharge, and Refund and Bayshore Manor Financial Eligibility for Rent Subsidy; also approval for increase in personal care allowance from \$30.00/month to \$35.00/month.

ITEM BACKGROUND: Present Bayshore Manor Adminssion Policies are outdated.

PREVIOUS RELEVANT BOCC ACTION: Prior Policies and Procedures last approved in 1991/1992.

CONTRACT/AGREEMENT CHANGES: \$30.00 to \$35.00 personal care allowance

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A

BUDGETED: Yes No

COST TO COUNTY: N/A

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Sheila Barker by S.L.M.
Sheila Barker

DOCUMENTATION: Included x Not Required To Follow

DISPOSITION:

AGENDA ITEM #

JUN 07 2006

CONTRACT SUMMARY

PURCHASING

Contract with: _____ Contract # _____
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:

Approval of revised Policy and Procedures for Bayshore Manor Admission, Retention,
Discharge, and Refund and Bayshore Manor Financial Eligibility for Rent Subsidy; also
 approval for increase in personal care allowance from \$30.00/month to \$35.00/month.

Contract Manager: Susan Scarlet 4533 Bayshore Manor / #9
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/21/06 Agenda Deadline: 6/6/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ — 0 — Current Year Portion: \$ _____
 Budgeted? Yes ☐ No ☐ Account Codes: _____
 Grant: \$ N/A _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/13/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>6-13-06</u>
Risk Management	<u>6-7-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>6-7-06</u>
O.M.B./Purchasing	<u>6/13/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>6/13/06</u>
County Attorney	<u>6/9/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Dr. J. J. J. J.</u>	<u>6-9-06</u>

Comments: _____

RECEIVED
 JUN 12 2006
 BY: OMB

BAYSHORE MANOR

FINANCIAL ELIGIBILITY FOR RENT SUBSIDY

POLICY: It is the policy of Bayshore Manor to determine financial eligibility for rent subsidy only for an individual who has been found appropriate for ALF services through an assessment of strengths, needs, preferences, and health status; and to use the Department of Children and Families (DCF) Guidelines for the Florida Medicaid Institutional Care Program as a tool for establishing eligibility criteria.

PURPOSE: To ensure that ALF services are available to eligible seniors residing in Monroe County regardless of financial circumstances.

PROCEDURES:

1. Once an individual (or individuals in a couple) is assessed and found eligible for residence based on strengths, needs, preferences, and health status, the Bayshore Manor Senior Administrator or her/his designee will refer the individual to the Department of Social Services (DSS), Welfare Program.
2. Welfare Program Senior Administrator or her/his designee will assign a social worker to complete a review of the applicant individual's personal finances; full financial disclosure is required by the applicant.
3. Assets, income, and resources will be evaluated and documented by the social worker to determine applicant eligibility for County subsidized ALF services as follows:
 - a. *Asset Limit* for an individual is \$2,000.00 and for a couple is \$3,000.00.
 - b. *Transfers of Income and Resources* may affect eligibility if they are made within 36 months of the application for rent subsidy and 60 months if used to establish a trust.
 - A person may be ineligible for a period of time if income or resources are transferred for less than fair market value in order to become eligible for a rent subsidy.
 - The period of ineligibility will vary depending on the value of the transferred income or resources.
 - Anyone determined ineligible due solely to transferred income or resources cannot qualify for County assistance.
 - c. *Allowable Transfers* by an applicant individual are listed below:
 - Any resource to a spouse or disabled adult child.
 - The homestead, without penalty, to one of the following relatives:
 1. Her/his spouse
 2. Her/his minor child (under 21 years) or a blind or disabled adult child
 3. Her/his sibling who has equity interest in the home and resided there at least 1 year prior to the applicant's admission to the ALF.

4. Her/his son or daughter who resided in the home for at least 2 years immediately before admission and who provided care that delayed the applicant's admission to the ALF.
- d. *Resources* that will be reviewed and that count toward financial eligibility for subsidy are listed below: (this list is not exhaustive)
 - Real property other than homestead.
 - Bank accounts, Certificates of Deposit (CDs), money market funds.
 - Stocks/bonds.
 - Trusts.
 - Life Insurance cash value if the face value of the policies owned on any insured individual totals more than \$2,500.00 (\$1,500.00 for SSI recipients).
- e. *Resources* that will be reviewed but *do not count* toward financial eligibility for subsidy are listed below (exclusions): (this list is not exhaustive)
 - Homestead, if the individual or a dependent lives there, or if the individual is absent but intends to return.
 - Vehicle (one is excluded).
 - Burial funds up to \$2,500 (or \$1,500.00 for SSI recipients).
 - Irrevocable pre-paid burial contracts.
 - Life insurance, if the total face value of all policies owned by the individual for any one insured does not exceed \$2,500.00 (exclusions is \$1,500.00 for SSI recipients).
4. Documentation of financial assets, income, and resources will be obtained and analyzed by a social worker with a determination of subsidy eligibility determination.
 - a. Documentation and subsidy determination will be recorded by the social worker and provided to Bayshore Manor Senior Administrator or her/his designee.
 - b. Documentation and subsidy determination will be maintained at Bayshore Manor in the resident record.
5. Monthly rent for Bayshore Manor is paid by the resident at the beginning of each month (no later than the 3rd day of each calendar month).
6. Monthly rent is paid by the resident at either the subsidized or full-pay rate.
 - a. Full-pay rate is established by the Monroe County Board of County Commissioners (BOCC); the current full-pay rate is \$2,846 per month.
 - An increase in the full-pay rate is made in August of each year; the monthly rate is correlated to overall facility operational costs
 - Full-pay residents will receive written notification at least 30 days in advance of the rate change.
 - The Bayshore Manor Senior Administrator analyzes costs and recommends to the Community Services Division Director a full-pay rate each May.
 - A recommended rate increase of 5% or less can be approved by the County Administrator.
 - A recommended rate increase of over 5% must be submitted to the BOCC for approval no later than regular June meeting of the BOCC.

- b. A resident eligible for the County rent subsidy will pay her/his entire monthly gross income up to the full-pay rate minus a personal care allowance that is established in accordance with State guidance.
 - o Gross monthly income includes Social Security, Supplemental Security Income, pensions, interest, income from mortgages, contribution/gifts, Veterans Administration (VA), and other income.
 - o Effective 7/1/06, the personal care/use allowance is \$35 per month; the personal care/use allowance can be adjusted by the County Administrator or the Deputy County Administrator at any time to follow State guidance.
 - 1. Personal care/use allowance will be skipped or reduced any month when full payment would result in the resident having more than \$100 in her/his possession and as otherwise outlined in the resident agreement.
- 7. The County/Bayshore Manor is not responsible for the payment of any healthcare (primary, behavioral, dental, or other collateral) provider services and/or any diagnostic or therapeutic services and supplies incurred by resident.
- 8. The County/Bayshore Manor is not responsible for the payment of a resident's over-the-counter or prescription medications nor non-prescription medical and personal hygiene supplies.

AGREEMENT

msword/forms/contr.res (resident)

4. Shall, in the event of closure of the facility for any reason, make a pro-rated per diem refund as of the date of such closure. Such applicable refund will be made within seven (7) days of closure, in compliance with Florida Statutes.
5. Shall notify Resident and/or Responsible Party in writing thirty (30) days in advance of any rate change.
6. Shall maintain no affiliation with any religious organization, except to provide assistance to Resident in contacting such an organization upon Resident's request.
7. Shall, if Resident is paying less than the Facility's Full monthly rate due to acceptance of economic assistance from County or any other governmental agency, and subject to the availability of funds, pay for over-the-counter prescribed medication. This provision applies only if Resident has insufficient medical insurance to cover such expenses.
8. Shall provide to Resident whose monthly rate is less than the maximum rate, or who is paying the maximum rate but has no additional funds, on a monthly basis, Thirty five (\$35) Dollars for his/her personal use.

Such monthly reimbursements will be skipped or reduced any month when full payment would result in Resident having more than One Hundred (\$100) Dollars in his/her possession; or any month that Resident receives funds for personal use from any source, such as OSS, family, friends, etc., to the extent necessary to assure Resident at least Thirty five (\$35) Dollars for personal use.

9. Other _____

B. RESIDENT and/or RESPONSIBLE PARTY

1. Shall provide all clothing and personal effects (medications, perineal hygiene supplies and medical supplies) as required by Resident.
2. Shall pay the agreed upon monthly rate no later than the third day of each calendar month.

3. Shall comply with all requirements set forth in the application for admission.
4. Shall fully comply with all rules and regulations as now established by County or as may, in the future, be amended or established.
5. Shall make arrangements for Resident's immediate transfer to an alternative, appropriate facility upon certification by a physician that Resident is no longer capable of meeting the requirements for residency in the facility. In the event that Resident has no person or agency, whether Responsible Party, next of kin or other person or agency appointed to act on Resident's behalf to represent him/her. Bayshore Manor shall assist Resident in contacting an appropriate social service agency for placement. Resident agrees to vacate the facility within seven (7) days after disqualification.
6. Shall remove Resident from Bayshore Manor and terminate this agreement at anytime the Resident and Responsible Party are provided written notice of their breach of any of the provision of this agreement.
7. Shall maintain on file with Bayshore Manor an up-to-date name, address and telephone number for Responsible Party or next of kin.
8. By signature(s) hereon, Resident and Responsible Party verify the truth of any statements and representations made on the application for admission to Bayshore Manor. Any fraudulent statement shall be cause for County to terminate this agreement upon providing at least seven (7) days written notice to the Resident and Responsible Party.
9. Shall pay for such medications, as may be prescribed for Resident by his/her physician, as well as necessary non-prescription medical and personal hygiene supplies. The county has no responsibility for medications, physician costs or hospitalization costs. The County is not responsible for any prescription co-pays, premiums or deductibles.
10. Move in
11. Other

C. PAYMENT

1. Resident and/or Responsible Party agree to pay County \$ per month for residency at Bayshore Manor. This rate is subject to annual increase.

2. Monthly payments shall be derived from the following sources:

a) Monthly income of Resident

Social Security Income	\$ _____
Supplemental Security Income	\$ _____
Railroad Retirement Income	\$ _____
Civil Service Income	\$ _____
VA Pension	\$ _____
Other - Disability Pension	\$ _____

b) Resident shall pay: \$ _____

c) Responsible Party shall pay: \$ _____

TOTAL: \$ _____

3. At any time that the required monthly payment is not made, Responsible Party shall remove Resident from Bayshore Manor immediately or be financially responsible for all costs associated with enforcement of this agreement including, but not limited to, monthly residential fee, and costs of collection including attorney's fees and court costs.

4. Shall, if Resident is not paying the standard full-pay rate, pay any increase in Resident's income (from any source) to County during his/her stay at Bayshore Manor, up to but not exceeding the maximum rate as may from time to time be adjusted by County.

D. STANDARD WAIVER

County shall continually exercise such reasonable care as to maintain the health and safety of Resident. However, County does not provide any assurance or guarantee for Resident's health and safety and shall have no liability for same. County shall have no liability or responsibility for cash or other valuables which Resident may, at any time, have in his/her possession on the premises of Bayshore Manor. Resident shall hold

County harmless for any and all claims arising directly or indirectly from any negligent or intentional act of Client.

E. RESIDENT'S PERSONAL CASH

At no time shall Resident possess more than One Hundred (\$100.00) Dollars cash on the premises.

F. MEDICAL AND DENTAL SERVICES

County shall have no responsibility for liability in the provision of any services including hospice, visiting nursing services, home physical therapy or podiatry, or any other medical, nursing, alternative therapy or ancillary service performed at Bayshore Manor. It is understood that agreements and contracts for those services are strictly between the provider and resident (client). Further, Bayshore Manor does not refer or recommend service providers to the client at any time.

County shall not be responsible for the payment of any health care provider services and/or any diagnostic or therapeutic services and supplies incurred by Client. Furthermore, County shall not be responsible for the payment of Client's over-the-counter or prescription medications.

G. TERMINATION OF AGREEMENT

In the event that Resident vacates Bayshore Manor for more than fourteen (14) consecutive days, except for hospitalization, this agreement shall automatically terminate, and Resident or Responsible Party shall remove all of Resident's personal property immediately. If property is not removed within seven days of the effective date of the termination, County is authorized to remove and dispose of such property after having made a reasonable effort to deliver it to Resident or Responsible Party without success.

In addition to the methods of terminating this agreement, detailed in Paragraphs B-5 and G above, it may be terminated by Resident upon written notice to County at any time. Additionally, County may terminate the agreement upon forty-five (45) days written notice to Resident or Responsible Party, certified mail, return receipt requested.

H. DURATION OF AGREEMENT

Unless otherwise terminated, this agreement shall remain in full force and effect until such time as a new agreement is duly executed.

I. AMENDMENT TO AGREEMENT

The parties may amend this Agreement only in writing and signed by County, Resident and a Responsible Party.

J. NOTICE

Any notice required by this Agreement to be made by either party shall be made as follows:

BAYSHORE MANOR

RESPONSIBLE PARTY

Name: Susan Scarlet
Address: 5200 College Road
Key West, Florida 33040
Phone: 305/294-4966

Name: _____
Address: _____
Phone: _____

Parties may substitute the above by written notice no later than the effective date of the substitution.

K. FLORIDA LAW

Both parties shall at all times comply with the Laws of the State of Florida and Monroe County. Further, Resident agrees that the proper jurisdiction and venue of any claims arising under this Agreement shall be in Monroe County, Florida.

Witnesses as to Resident:

Signature of the Resident

Witnesses as to Responsible Party:

Signature of Responsible Party

Sr. Administrator, Bayshore Manor

Director, Social Services

County Administrator

APPROVED:

BAYSHORE MANOR

ADMISSION, RETENTION, DISCHARGE, AND REFUND

POLICY: It is the policy of Bayshore Manor to meet or exceed the admission, retention, discharge, and refund requirements of the State of Florida for a standard Assisted Living Facility (ALF).

PURPOSE: To ensure that each resident has the capabilities necessary to maintain themselves with available staff assistance in a standard ALF setting and to ensure that discharge and refund procedures are known at the time of resident admission to the facility.

PROCEDURES:

Admission

1. The Bayshore Manor Senior Administrator or her/his designee will conduct an assessment of each applicant seeking admission to the ALF.
2. The assessment will determine the strengths, needs, preferences, and health status of the individual seeking ALF admission and will include a medical examination report and a determination of financial eligibility.
3. The individual seeking ALF admission must meet the following criteria:
 - a. Be at least 60 years of age, unless the age requirement is waived by the Community Services Division Director or her/his designee.
 - b. Be a resident of Monroe County or have an immediate family member that resides in Monroe County.
 - c. Satisfy admission financial requirements as described in approved Bayshore Manor policy and procedure.
 - d. Be free from signs and symptoms of any communicable disease that can likely be transmitted to other residents or staff.
 - e. Be able to perform the activities of daily living – such as ambulation, grooming, eating, bathing, and dressing – with supervision or with staff assistance if necessary.
 - f. Be able to transfer independently, with supervision, or with staff assistance if necessary.
 - g. Be able to self-administer medications; if assistance is necessary, may not require more than personal supervision of or assistance with self-administered medication.
 - h. Be willing and able to contract with a third-party professional healthcare provider if administration of medication is required.
 - i. Be able to participate in social and leisure activities to some extent.
 - j. Be able to supply, change, and properly dispose of her/his own incontinence products if incontinent of bladder or bowel.

- k. Be competent; if adjudicated incompetent, have a legal guardian who is able to make decisions on her/his behalf and provide Bayshore Manor with a photocopy of all relevant court documents.
 - l. Be nonviolent.
 - m. Be in sufficient health so as not to require licensed professional care on a 24-hour basis.
 - 1. Provide a copy of a physical examination conducted by a licensed physician or ARNP within 60 days prior to admission but no later than 30 days after admission that evaluates and addresses the following:
 - ✓ any required supervision or assistance with activities of daily living
 - ✓ any required nursing or therapy services
 - ✓ any required special diet
 - ✓ any required assistance with administration of medication
 - ✓ a list of current medication(s) prescribed
 - ✓ a statement that in the opinion of the examining physician or ARNP, on the day the examination is conducted, the individual's needs can be met in an ALF
 - ✓ date of the examination with the name, signature, address, phone number, and license number of the examining physician or ARNP.
 - n. Be capable of self-preservation in an emergency situation involving the immediate evacuation of the facility independently or with staff assistance.
4. A couple seeking ALF admission together must both meet individual criteria listed in #3 above.

Retention

- 1. The Bayshore Manor Senior Administrator or her/his designee will determine the appropriateness for continued residence of an individual living in the ALF.
- 2. The criteria for continued residence shall be the same as for admission described above.

Discharge

- 1. The Bayshore Manor Senior Administrator or her/his designee will determine when an ALF resident may be discharged and when the resident's admission contract will be terminated based on the following criteria:
 - a. When a resident vacates Bayshore Manor for more than 14 days, except for hospitalization, the residency agreement automatically terminates and the resident or responsible party will remove the resident's personal property immediately.

- o If property is not removed within 7 days of the effective date of termination, County/Bayshore Manor is authorized to remove and dispose of such property after having made reasonable effort to deliver it to resident or responsible party.
 - b. With the certification by either a physician or the Senior Administrator or her/his designee that the resident is no longer capable of meeting the requirements for residence in the ALF, the resident (or responsible party) will be notified to immediately vacate the facility. A resident may not be bedridden for more than 7 consecutive days.
 - c. If in the judgment of the Senior Administrator or her/his designee the resident manifests such chronic behavior as to pose a physical or mental danger to himself/herself or others or manifests such chronic behavior as to interfere with the care and comfort of other residents, the resident (or responsible party) will be notified to immediately vacate the ALF.
 - d. Notwithstanding provisions in Florida Statutes and Administrative Code, if the resident is receiving care from a licensed hospice and nears the end of life and/or the health condition deteriorates such that the resident requires total help with activities of daily living and instrumental activities of daily living, the resident will be asked to relocate to another facility or domicile. This request will be made regardless of other additional or alternate means by which the resident may arrange for care.
2. The County may discharge a resident upon 45 days written notice to resident or responsible party.
 3. The resident and/or responsible party may request discharge at any time upon written notice to the County/Bayshore Manor.

Per Diem Refund

1. The Bayshore Manor Senior Administrator or her/his designee will determine the termination date of a resident from the ALF due to discharge, transfer, or death.
2. The termination date will be the date the ALF room is vacated by the resident and cleared of all personal belongings.
3. If the resident's belongings are not removed from the ALF, the resident or responsible party will be responsible for the actual cost of moving and storing the belonging with 14 days advance notification.
4. If the resident's possessions are not claimed within 45 days after notification, the ALF will dispose of them.
5. The Bayshore Manor Senior Administrator or her/his designee will determine when a refund is due to an ALF or responsible party based on the signed resident agreement and as follows:
 - a. A pro-rated, per diem refund will be made to the resident or responsible party commensurate with the date of termination from Bayshore Manor, except that such refund will be reduced to the extent

of any outstanding expenditures for services received by the resident as well as to the extent of any damage to the facility as may have been caused by the resident, above and beyond reasonable wear and tear. Such a refund will be made by Monroe County within 45 days of discharge.

- b. In the event of closure of the facility for any reason other than in the case of a mandatory evacuation, a pro-rated, per diem refund will be made to the resident or responsible party as of the date of closure; and such refund will be made by Monroe County within 7 days of closure.
- c. No refunds will be made to a resident who is paying less than the full-pay rate.